

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Purchase Order Approval (Staff recommends approval).

**REQUESTED ACTION:** Approve Purchase Orders

☐ Work Session (Report Only)    **DATE OF MEETING:** 5/11/2010  
☒ Regular Meeting                      ☐ Special Meeting

**CONTRACT:** ☐ N/A

Effective Date: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Managing Division / Dept: Budget & Purchasing

**BUDGET IMPACT:** \_\_\_\_\_

☐ Annual

**FUNDING SOURCE:** \_\_\_\_\_

☐ Capital

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

☐ N/A

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**HISTORY/FACTS/ISSUES:**

PO Number	PO Amount	Vendor Name	PO Description
53777	\$43,506.44	Architecture Studio, Inc.	Architectural and engineering design services for Historic Courthouse – 3 <sup>rd</sup> Floor
53470	\$30,000.00	Powerscreen of Florida, Inc.	Open purchase order for rental of trommel screen from May – September 2010.

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# PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

## BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

53777

*DDC*

BUSHNELL, FLORIDA 33513-9402

TO

Architecture Studio Inc  
114 S Magnolia Ave  
Ocala FL 34471

DATE April 30, 2010

DEPT. Facilities Development

BY *[Signature]*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305	100-519-6243	1	Architectural and engineering design services for Historic Courthouse - 3rd Floor	43506.44 <del>50,000.00</del>	43506.44 <del>50,000.00</del>
Blanket Purchase Order for AIA Document B463 Agreement entered into September 8, 2009 between Sumter County Board of Commissioners and Arhitecture Studio, Inc. for design services for Sumter County Continuing Contract Contract copy attached.					
TERMS:				TOTAL	43506.44 <del>50,000.00</del>

*141 #2nd Amendment*

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

**NOTE: ONLY ORIGINAL INVOICES  
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS  
WHITE COPY - TO VENDOR  
CANARY COPY - TO DEPARTMENT HEAD  
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: OFFICER OR DEPT. HEAD DATE:

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** ARCHITECTURE STUDIO, INC. FIRST AMENDMENT REVISION # 1 &  
AMENDMENT #2

**REQUESTED ACTION:** Request BOCC to authorize Amendment #1 Rev. #1 & #2

☐ Work Session (Report Only)    **DATE OF MEETING:** 9/8/2009  
☒ Regular Meeting                      ☐ Special Meeting

**CONTRACT:** ☐ N/A

Effective Date: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

Construction Services

**BUDGET IMPACT:** \$233,145.64

☐ Annual

**FUNDING SOURCE:**

Capital Outlay Construction Fund

☒ Capital

**EXPENDITURE ACCOUNT:**

various, see below

☐ N/A

**HISTORY/FACTS/ISSUES:**

This contract amendment will provide for design modifications which will address code compliance issues in the Historic Courthouse for the first, second, and third floors. This action will also mitigate the building envelope issues. This request will establish the Security Vestibule as a stand alone project connecting both the Judicial Building and the Historic Courthouse. Included in this amendment is a credit in the amount of \$22,243.00 associated with the percentage based fee contract for the Public Defender and Tax Collector/Property Appraiser projects. Amendment #1 Rev #1 reflects contract modification for the revised percentage based fee contact amount.

- A) Historic Courthouse First Floor and Fire Pump relocation and design-- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$18,440.00
- B) Historic Courthouse Second Floor -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$41,760.00
- C) Historic Courthouse Third Floor -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$43,506.44
- D) Historic Courthouse Exterior Building Envelope -- Architecture Studio, Inc. Proposal dated August 17, 2009 in the amount of \$6,150.00
- E) Percentage based fee contract credits -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of <\$22,243.00>. This credit is comprised of \$11,508.00 associated with the Public Defender's project and \$10,735.00 associated with the Tax Collector/Property Appraiser's project.
- F) Security Vestibule -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$145,532.20

**Accounts:**

305-100-519-6246 Security Vestibule: \$145,532.20

305-100-519-6206 Historic Courthouse: \$109,856.44

305-280-723-6212 Public Defender: Credit \$11,508.00

305-021-519-6209 Tax Collector/Property Appraiser: Credit \$10,735.00

25  
39  
64

**FIRST AMENDMENT REVISION 1 TO AGREEMENT  
BETWEEN OWNER AND ARCHITECT AIA B141- 1997**

**WHEREAS**, on or about November 27, 2007, the Architecture Studio, Inc., a Florida Corporation ("Architect"), and the Board of County Commissioners of Sumter County, Florida, a subdivision of the State of Florida (the "Board"), entered into an Agreement (the "Agreement"), in which the Architect agreed to provide services in furtherance of the design of the jail facilities for the benefit of Sumter County, and;

**WHEREAS**, the parties wish to amend the Agreement to more accurately memorialize the intentions of the parties with regard to certain increase of scope of services of the Agreement.

**THEREFORE**, the parties hereto, being fully advised of the terms herein, and having been advised by legal counsel, do hereby agree to amend the Agreement by this writing (the "Amendment") and state the following:

1. That the "WHEREAS" recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.
2. In accordance with Article 1.3.3 CHANGE IN SERVICES; Sumter County acknowledges the necessity to incorporate the following expanded architect and engineering services;
  - A) NEW TAX COLLECTOR AND PROPERTY APPRAISER OFFICE -  
Architecture Studio, Inc. Proposal dated May 16, 2008 in the amount of \$96,698.90. The attached schematic drawings 4.00 and 4.01 both dated April 15, 2008 have been approved as the design transition point to proceed from.

As of September 8, 2009, this percentage base fee shall be adjusted from \$96,698.90 to \$62,289, this reflects the percentage base fee on actual construction cost of \$758,800.

B) NEW STATE ATTORNEY'S OFFICE – Architecture Studio, Inc Proposal dated May 12, 2008 in the amount of \$ 132,215.80. The attached schematic drawings 1.01 and 1.02 both dated 04.03.08 have been approved as the design transition point to proceed from.

C) The modified AIA D200 ( exhibit A) will serve as the tasks list for the scope of services.

D) The design product, construction documents \ bid documents \ permits documents with be due in accordance with Sumter County's Master Project Schedule.

3) Any provisions of the original Agreement not replaced or contradicted by this Amendment remain in full force and effect. In the event of any conflict between the terms of this Amendment and the original Agreement, the terms of this Amendment shall prevail.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2009.

Architecture Studio, Inc.

SUMTER COUNTY

\_\_\_\_\_  
Joseph Rispoli  
Senior Partner, President

\_\_\_\_\_  
Honorable Garry Breeden  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Erik Garcia, Architect  
Vice President

✓

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN OWNER AND ARCHITECT AIA B141- 1997**

**WHEREAS**, on or about November 27, 2007, the Architecture Studio, Inc., a Florida Corporation ("Architect"), and the Board of County Commissioners of Sumter County, Florida, a subdivision of the State of Florida (the "Board"), entered into an Agreement (the "Agreement"), in which the Architect agreed to provide services in furtherance of the design of the design of the Historic Courthouse for the benefit of Sumter County, and;

**WHEREAS**, the parties wish to amend the Agreement to more accurately memorialize the intentions of the parties with regard to certain increase of scope of services of the Agreement.

**THEREFORE**, the parties hereto, being fully advised of the terms herein, and having been advised by legal counsel, do hereby agree to amend the Agreement by this writing (the "Amendment") and state the following:

1. That the "WHEREAS" recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.
2. In accordance with Article 1.3.3 CHANGE IN SERVICES; Sumter County acknowledges the necessity to incorporate the following expanded architect and engineering services; Exhibit A dated 8.20.2009 and Exhibit C dated 8.17.2009, for the services listed below only.
  - A) Historic Courthouse First Floor and Fire Pump relocation and design-- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$18,440.00
  - B) Historic Courthouse Second Floor -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$41,760.00
  - C) Historic Courthouse Third Floor -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$43,506.44

- D) Historic Courthouse Exterior Building Envelope -- Architecture Studio, Inc. Proposal dated August 17, 2009 in the amount of \$6,150.00
- E) Percentage based fee contract credits -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of <\$22,243.00>. This credit is comprised of \$11,508.00 associated with the Public Defender's project and \$10,735.00 associated with the Tax Collector/Property Appraiser's project.
- F) Security Vestibule -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$145,532.20.
- G) The AIA D200 ( Exhibit C) will serve as the tasks list for the scope of services.
- H) The design product, construction documents \ bid documents \ permits documents with be due in accordance with Sumter County's Master Project Schedule.
- 3) Any provisions of the original Agreement not replaced or contradicted by this Amendment remain in full force and effect. In the event of any conflict between the terms of this Amendment and the original Agreement, the terms of this Amendment shall prevail.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2009.

Architecture Studio, Inc.

SUMTER COUNTY

\_\_\_\_\_  
Joseph Rispoli  
Senior Partner, President

\_\_\_\_\_  
Honorable Garry Breeden  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Erik Garcia, Architect



The LEED Green Building Rating System is the nationally accepted benchmark for the design, construction, & operation of high performance green buildings.

**REVISED**

August 20, 2009

The following projects need S.C.C. approvals so that we can provide you with delivery dates.

**A. STATE ATTORNEY'S OFFICE (Historic Courthouse) Construction Documents 75% complete.**

Owner has requested additional work that was not included within our scope of services. Owner's approval is required prior to commencement of requested work:

**1. Mechanical, Electrical, Fire Protection, Finishes, and ADA Modifications for:**

1 <sup>st</sup> Floor	\$ 8,920.00 —
4,000 SF - Clerk of the Court	
2 <sup>nd</sup> Floor	\$35,680.00
16,000 SF	
3 <sup>rd</sup> Floor	\$34,181.44
6,000 SF - Historic Courthouse	
9,328 SF of Annex	
Historic Courthouse Attic Space	\$ 2,500.00

**2. Fire Pump Relocation and Design \$ 8,000.00**

Note: New location to be within the existing building.

**3. Generator Design \$ 2,600.00**

Note: Independent Generator Design may be required by Fire Marshall.

1 <sup>st</sup> Floor Approval _____	Date _____
2 <sup>nd</sup> Floor Approval _____	Date _____
3 <sup>rd</sup> Floor Approval _____	Date _____
Attic Approval _____	Date _____
Fire Pump Relocation _____	Date _____
Generator Design _____	Date _____

Note: Item No. 2, (Fire Pump Relocation and Design) must be completed prior to 2<sup>nd</sup> and 3<sup>rd</sup> Floor work.

**4. Existing Conditions/As Built of the following:**

1 <sup>st</sup> Floor	\$1,520.00
4,000 SF - Clerk of the Court	
2 <sup>nd</sup> Floor	\$6,080.00
16,000 SF	
3 <sup>rd</sup> Floor	\$5,825.00
6,000 SF - Historic Courthouse	
9,328 SF of Annex	
Historic Courthouse Attic Space	\$1,000.00

1 <sup>st</sup> Floor Approval _____	Date _____
2 <sup>nd</sup> Floor Approval _____	Date _____
3 <sup>rd</sup> Floor Approval _____	Date _____
Attic Approval _____	Date _____

**5. Telecom, Security, Voice and Data**

1<sup>st</sup> Floor - 4,000 SF - Clerk of the Court  
 2<sup>nd</sup> Floor - 16,000 SF  
 3<sup>rd</sup> Floor - 6,000 SF - Historic Courthouse  
 9,328 SF of Annex

**No Charge (Specification and Equipment location only)**

**B. SECURITY ENTRANCE/CENTRAL ACCESS POINT**

The project size is approximately 5,000 SF with a \$1,600,000.00 Estimated Budget. Construction Documents are 100% complete and the project is currently in the Bidding Phase.

**1. *Stand Alone Project***

**Fee of \$122,182.20 (\$1,600,000.00 Estimated Budget)**

Architectural Fee	\$135,758.00
Good Faith Discount (10%)	- 13,575.80
<b>Adjusted Fee</b>	<b>\$122,182.20</b>

**Proposed Fee of \$122,182.20 (based on 10% discount of \$135,758.00) Based on 8.48% (DMS Curve Fee Guide Calculator, Attached).**

Approved by \_\_\_\_\_ Date \_\_\_\_\_

**2. *Civil Engineering Services***

**Fee of \$6,500 plus 10% coordination fee of \$650.00 = \$7,150**

Approved by \_\_\_\_\_ Date \_\_\_\_\_

3. *Telecom, Security, Voice, Data Specialty Services*  
**Fee of \$11,200.00**

Approved by \_\_\_\_\_ Date \_\_\_\_\_

4. *Reimbursable Expenditures*  
**Allowance of \$5,000.00**

Approved by \_\_\_\_\_ Date \_\_\_\_\_

**C. JUDICIAL AND COURT ADMINISTRATOR'S FACILITY**

*We are requesting formal approval to proceed with working drawings based on approved plans. The project is approximately 26,340 total SF (existing renovation on 1<sup>st</sup> Floor: 24,090 and 1,007 SF addition, and 2<sup>nd</sup> Floor: 236 SF renovation and 1,007 SF addition). The estimated budget is \$3,036,800.00. The budget is based on \$402,800.00 for new construction (2,014 SF x \$200) and \$2,634,000.00 for remodeling of existing (26,340 SF x \$100).*

**Proposed Fee of \$223,844.00** (based on 10% discount of \$248,715.00) Based on 8.19% (DMS Curve Fee Guide Calculator, Attached).

Approved by \_\_\_\_\_ Date \_\_\_\_\_

**D. TAX COLLECTOR & PROPERTY APPRAISER PROJECT**

*A credit for this project is due to Sumter County Board of County Commission due to lower construction cost and its associated lower architectural fee.*

**Proposed Credit of (\$10,735.00)**

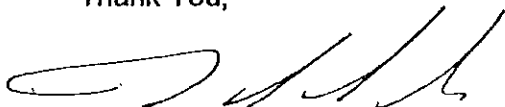
**E. PUBLIC DEFENDER'S OFFICE PROJECT**

*A credit for this project is due to Sumter County Board of County Commission due to lower construction cost and its associated lower architectural fee.*

**Proposed Credit of (\$11,508.00)**

Please review this project progress report and let's get together this week so that we can finalize these final details so that we can provide you with actual delivery dates.

Thank You,



Joseph A. Rispoli  
Senior Partner

JAR/pa



The LEED Green Building Rating System is the nationally accepted benchmark for the design, construction, & operation of high performance green buildings.

August 17, 2009

Sumter County Board of County Commissioners  
Attention: Doug Conway  
209 North Florida Street  
Bushnell, FL 33513

RE: Sumter County Courthouse  
Preliminary Building Envelope Evaluation

Dear Doug:

Please accept this Proposal on behalf of Architecture Studio, Inc. (Architect) as defining our commitment to provide Architectural Services.

#### ARCHITECTURAL SCOPE OF WORK

Our office through Jay Ammon Architect, Inc. will provide a preliminary evaluation of the building envelope components of the original building and addition to the Sumter County Courthouse. The building envelope components include the exterior walls, exterior window and doors, ground floors, and roof components. Upon completion of the report the Architect will advise the Consultant of any additional evaluation services or design services required.

- 1.0 Site Investigation
  - 1.1 Visual Examination: Conduct a preliminary visual examination of the exposed building envelope components. Determine component material type and condition. Record deterioration type, location, and extent.
- 2.0 Analysis:
  - 2.1 Component Description: Determine the composition, condition, and prognosis of the building envelope assemblies.
  - 2.2 Recommendations: Determine repair or replacement methods of defective components.
- 3.0 Documentation:
  - 3.1 Report: Prepare a preliminary building envelope evaluation report. Include component material type and condition, photographs, and repair recommendations.
  - 3.2 Initial Report: Electronically transmit (1) copy of the preliminary report to the Architect for review. Complete any changes in the report mutually agreed upon by the Architect and Consultant.
  - 3.3 Final Report: Submit (4) copies of the final report to the Architect.

#### CONSTRUCTION BUDGET

Construction budget at this time is unknown.

ARCHITECTURE STUDIO, INC. ■■■■■■

**ARCHITECTURAL FEE**

Architectural Fee	\$5,800.00
Reimbursable	<u>\$ 350.00</u>

<b>TOTAL FEE</b>	<b>\$6,150.00</b>
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Revisions or work requested above and beyond the scope of work included shall be in accordance with Architecture Studio's Fee Schedule for Professional Services attached.

**REIMBURSABLE INFORMATION**

We shall provide three (3) signed and sealed sets of Construction Documents and check sets during the design process at no cost. Additional plans shall be at an additional cost to the Owner.

**SCHEDULE**

We do not have your schedule for this project.

**PROJECT ACKNOWLEDGEMENT**

Architecture Studio, Inc. and its logo will be given credit for any of its work that is advertised, promoted, or that appears in newspapers, magazines, and any other media as it relates to the project.

**PAYMENT SCHEDULE**

Payment will be due and payable upon receipt of the Statements and if not paid within thirty (30) days of the billing date shall bear interest at the rate of 1.5 % per month on the unpaid balance.

While all work will be accomplished to our best professional efforts, the consultant cannot guarantee the actions of government officials or agencies during the project review and approval process.

If this proposal meets with your approval please execute a purchase order as required.

Sincerely,



Joseph A. Rispoli  
Senior Partner, VP



Erik Garcia  
Architect, VP, LEED AP

JAR/pa

**FEE SCHEDULE FOR PROFESSIONAL SERVICES**

<b>Personnel Classification</b>	<b>Hourly Billing Rate</b>
Principal	\$125.00
Architect	\$95.00
CAD Technician	\$65.00
Clerical	\$35.00

**REIMBURSABLES**

<b>Item</b>	<b>Quantity</b>	<b>Cost</b>
Overnight Mail		Direct Cost + 10%
Blueprinting 24" x 36"	Per Sheet	\$1.50
Photocopies 8." x 11"	Per Sheet	\$0.25
Photocopies 11" x 17"	Per Sheet	\$0.75
Color Copies 8." x 11"	Per Sheet	\$2.00
Color Copies 11" x 17"	Per Sheet	\$3.00
CAD CD File Disk	Each	\$25.00
Travel Charges for Trips outside Marion County	Per Mile	\$0.45
E-Mail (Drawings) Owner Requested	Per E-Mail	\$20.00
Renderings	Each	As per Quote

# AIA<sup>®</sup> Document D200<sup>™</sup> – 1995

## *Project Checklist*

PROJECT: *(Name and address)*

PROJECT NUMBER:

DATE:

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PROJECT NAME:  
PROJECT NUMBER:

1. PRE-DESIGN: Project Feasibility

Notes

☐ Develop estimates for total project cost including:

- ☐ Property
- ☐ Survey and soil reports
- ☐ Site preparation
- ☐ Pre-design and programming
- ☐ Architectural compensation
- ☐ Engineering compensation
- ☐ Special consultants
- ☐ On-site improvements
- ☐ Off-site improvements
- ☐ Permits
- ☐ Testing
- ☐ Inspection
- ☐ Construction
- ☐ Tenant improvements
- ☐ Furniture
- ☐ Equipment
- ☐ Telecommunications systems
- ☐ Security
- ☐ Landscaping
- ☐ Property taxes
- ☐ Insurance
- ☐ Mortgage loan fees
- ☐ Interim loan fees
- ☐ Interest payments
- ☐ Closing costs
- ☐ Post-design services
- ☐ Leasing agent fees
- ☐ Sales commission
- ☐ Contingency allowances

☐ Develop estimates for annual project operating expenses including:

- ☐ Debt service
- ☐ Utilities
- ☐ Facilities management
- ☐ Leasing
- ☐ Cleaning
- ☐ Maintenance
- ☐ Landscaping
- ☐ Exterior maintenance
- ☐ Property taxes
- ☐ Insurance
- ☐ Accounting fees
- ☐ Security
- ☐ Inflation index

PROJECT NAME:  
PROJECT NUMBER:

1. PRE-DESIGN: Project Presentation

Notes

- ☐ Identify Owner team personnel and roles.
- ☐ Submit project questionnaire to Owner.
- ☐ Identify Owner requirements and address prior to the presentation.
- ☐ Prepare agenda and story boards for presentation.
- ☐ Identify presentation site and configuration:
  - ☐ Lighting
  - ☐ Outlets-how many-where
  - ☐ Existing projection capabilities
  - ☐ Table
  - ☐ Seating
  - ☐ Size
  - ☐ Natural light
  - ☐ Blinds/curtains
  - ☐ Special equipment
  - ☐ Screen type and size
- ☐ Decide on presentation format and media for this project:
  - ☐ Drawings
  - ☐ Renderings
  - ☐ Models
  - ☐ Photos
  - ☐ Slides
  - ☐ Overhead projection
  - ☐ Video
  - ☐ Computer —CAD—transport equipment
- ☐ If presentation is out of the office, determine equipment required:
  - ☐ Slide or overhead projection
    - ☐ Extra lamp
    - ☐ Different lens
    - ☐ 50' extension cord
    - ☐ Extra slide tray
    - ☐ Extra support (for height adjustment)
    - ☐ Need to bring screen
  - ☐ Computer
    - ☐ Outlet type
    - ☐ Enlargement capability for projection
- ☐ Table for support
- ☐ Brief participants on dress, speaking roles, and seating.
- ☐ Set time limit on presentation.
- ☐ Request debriefing—be specific.

PROJECT NAME:  
PROJECT NUMBER:

1. PRE-DESIGN: Pre-Contract

Notes

- ☐ Expansion
- ☐ Joint venture
- ☐ Branch office
- ☐ Review final agreement with legal and insurance counsel. Approve any modifications made by Owner, or renegotiate.
- ☐ Verify that party signing for Owner is legally authorized to execute the agreement.
- ☐ Prepare three originals for signature, complete execution of the agreement and schedule or initiate the first formal phase of work.
- ☐ Submit initial invoice to Owner; if applicable, include reimbursable expenses.
- ☐ Submit information required by the agreement.
- ☐ Distribute executed originals and copies of the final agreement to appropriate parties.
- ☐ Assign project number.

PROJECT NAME:  
PROJECT NUMBER:

1. PRE-DESIGN: Project Programming

Notes

- ☐ Determine the extent of Owner, Architect and consultant responsibilities relative to the building design program.
- ☐ Reconcile the building design program with the Owner's budget. Advise the Owner if budget and program are not compatible.
- ☐ Verify the Owner's list of building functions and spaces.
- ☐ Verify the Owner's list of equipment and furnishings.
- ☐ When applicable, propose to the Owner the implementation of user surveys.
- ☐ Identify the Owner's requirements for growth projections.
- ☐ Identify the Owner's representative responsible for functional relationships and their hierarchies.
- ☐ Identify specific departmental and room occupancies.
- ☐ Create room function and relationship criteria and proceed with a user survey.
- ☐ Create a departmental interaction matrix.
- ☐ Create a room-by-room interaction diagram.
- ☐ Create a bubble diagram of the departmental and room-by-room interaction matrix with important relationship rankings.
- ☐ Determine the Owner's spatial requirements.
- ☐ Determine preliminary structural, mechanical, electrical and other engineering systems.
- ☐ Create horizontal and vertical diagrammatic block plans with relative spatial requirements. Identify all rooms, corridors, and vertical circulation; provide exit analysis.
- ☐ Review the diagrammatic block plans and program with the Owner.
- ☐ Obtain the Owner's written authorization to proceed.

PROJECT NAME:  
PROJECT NUMBER:

## 2. SITE ANALYSIS: Environmental Impact Report

Notes

- ☐ Determine format and content requirements:
  - ☐ Legal requirements of format and content
  - ☐ Public agency checklists
  - ☐ Samples of similar reports in public records
- ☐ Determine the structure of the report; include general and specific environmental issues.
- ☐ Report on topics relating to:
  - ☐ Aesthetic enhancement
  - ☐ Neighborhood and local enhancement
  - ☐ Enhancement of neighborhood or local economy
  - ☐ Land use improvements
  - ☐ Traffic flow and parking improvements
  - ☐ Site accessibility including ADA compliance
  - ☐ Air quality protection or improvements
  - ☐ Microclimate, air motion and humidity improvements
  - ☐ Water quality protection or improvement
  - ☐ Improved surface water flow
  - ☐ Improved ground water retention
  - ☐ Earth slide and erosion prevention
  - ☐ Animal life preservation or enhancement
  - ☐ Plant life protection or enhancement
  - ☐ Historic preservation
  - ☐ Archeological protection
  - ☐ Noise abatement
  - ☐ Hazardous materials
  - ☐ Glare and reflectance prevention
  - ☐ Natural resource development
  - ☐ Tax revenue increase
  - ☐ Improved market for utility services
  - ☐ Improved market for local services
  - ☐ Neighborhood or local security improvement
  - ☐ Health and recreation enhancements
  - ☐ Local ethnic values recognition
- ☐ Identify environmental impact considerations relating to:
  - ☐ Acquisition of property
  - ☐ Relocation of tenants or Owners
  - ☐ Effect of the project on other real property
  - ☐ Demolition of existing structures/tree salvage and removal
  - ☐ Construction
  - ☐ Operation of the facility
  - ☐ Future related or contiguous development

PROJECT NAME:  
PROJECT NUMBER:

### 3. SCHEMATIC DESIGN

Notes

- ☐ Periodically review internal office budgets and production schedules; compare with actual progress.
- ☐ Submit monthly or periodic invoices to the Owner for payment; include reimbursable expenses.
- ☐ Obtain the name of the Owner's authorized representative.
- ☐ Update and distribute project directory.
- ☐ Assign staff to the project.
- ☐ Distribute project schedule to Owner, project staff and consultants.
- ☐ Review all data furnished, including building design program, budget, project budget, legal, site, code, space and special Owner requirements.
- ☐ Prepare functional space plans.
- ☐ Provide engineers and consultants with pertinent program data and functional space plans.
- ☐ Analyze comparative systems with engineers and consultants; select systems to be used in the project. Determine system space and location requirements.
  - ☐ Structural
  - ☐ Mechanical
  - ☐ Electrical
  - ☐ Other consultants
- ☐ Require all consultants to produce their schematic plans following the same format, scale, and drawing positioning as the architectural drawings.
- ☐ Create or obtain lists of special building equipment and fixtures required by the Owner that may affect consultants' work; distribute the lists to appropriate consultants.
- ☐ Review architectural schematic diagrams with consultants. Conduct one or more consultant coordination meetings regarding system compatibility.
- ☐ Confirm that the selected engineering and construction systems are compatible with one another.
- ☐ Prepare basic Schematic Design documents to include:
  - ☐ Site plan with diagrammatic indications showing horizontal relationships
  - ☐ Sections through the site showing vertical relationships
  - ☐ Principal floor plans
  - ☐ General descriptive views or elevations
  - ☐ Illustrative sketches, models or renderings, if required
- ☐ Calculate areas and volumes, and analyze plan efficiency of the design by usable area, area per person or other method.
- ☐ Prepare a general description of the project, including materials and equipment outlines.
- ☐ Begin research on materials, equipment, fixtures and building systems. Create products and materials file.
- ☐ Start project outline specifications.
- ☐ Obtain and review statements of probable construction cost from each consultant.
- ☐ Prepare an estimate of probable construction cost based on all available data. Include appropriate contingency to cover future development of the project. If requested by Owner, provide a detailed estimate and/or life cycle costing as additional service.

PROJECT NAME:  
PROJECT NUMBER:

#### 4. DESIGN DEVELOPMENT

Notes

- ☐ Review unresolved issues on Schematic Design checklist.
- ☐ Periodically review internal office budgets and production schedules; compare with actual progress.
  - ☐ Review and update schedule of completion dates for this and all subsequent phases. Inform the project team and Owner of any revisions.
  - ☐ Review and update staff time and production cost projections.
  - ☐ Adjust number and type of staff as required.
  - ☐ Distribute updated project schedule to Owner, staff and consultants.
  - ☐ Update and distribute project directory.
- ☐ As documents develop, confer with and obtain preliminary review from regulatory agencies such as:
  - ☐ Building department
  - ☐ Fire marshal (state & local)
  - ☐ Dept. of Health
  - ☐ Dept. of Education
  - ☐ Zoning commission
  - ☐ Planning commission
  - ☐ Design review board
  - ☐ Other:
- ☐ Identify all documents with project number and date.
- ☐ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.
- ☐ Obtain Owner's approval of expenditures for any models, perspectives or renderings required for the project.
- ☐ Review the building design program and verify compliance.
- ☐ Re-check Schematic Design documents for code compliance.
- ☐ Obtain Owner's approval in the event that additional consultants are required.
- ☐ Receive results of all investigations and tests, including soil borings and analysis. If necessary, request additional information. Forward final information to appropriate consultants.
- ☐ Review all other data received from the Owner and consultants. If necessary, request additional data.
- ☐ Obtain Owner's standards and requirements, if any, for document format and other presentation materials.
- ☐ In consultation with the Owner and consultants, develop a checklist of special systems.
- ☐ Define actual occupancy for each area, check against program, and forward to consultants.
- ☐ Request that the structural engineer(s) investigate and report on their review of applicable regulations.
- ☐ Request that the mechanical and electrical engineers:
  - ☐ contact utility companies and public authorities for all services and initiate approval process;
  - ☐ investigate and report on their review of all applicable local, public and utility regulations;

PROJECT NAME:  
PROJECT NUMBER:

## 5. CONSTRUCTION DOCUMENTS

Notes

- ☐ Review unresolved issues on the Design Development checklist.
- ☐ Periodically review internal office budgets and production schedules; compare with actual progress.
- ☐ Review and update schedule of completion dates for this and all subsequent phases. Inform the project team and Owner of any revisions.
- ☐ Establish a clear chain of command and response for the Construction Documents phase.
- ☐ Review and update staff time and production cost projections.
  - ☐ Adjust number and type of staff as required.
  - ☐ Distribute updated project schedule to Owner, project staff and consultants.
- ☐ Schedule training sessions for personnel who are not experienced in applicable production methods.
- ☐ Update and distribute project directory.
- ☐ Identify all documents with project number and date.
- ☐ As documents develop, confer with and obtain further review from regulatory agencies such as:
  - ☐ Building department
  - ☐ Fire marshal (state & local)
  - ☐ Dept. of Health
  - ☐ Dept. of Education
  - ☐ Other:
- ☐ Check with the applicable regulatory agencies and establish schedule for submission and/or review.
- ☐ Coordinate the work of all team members, including consultants.
- ☐ Coordinate drawings with Project Manual.
- ☐ Update preliminary construction cost estimate and advise the Owner of any
- ☐ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.
- ☐ Review the program and verify compliance.
- ☐ Re-check Design Development documents for code compliance.
- ☐ Develop a list of required drawings; check requirements of the Owner and governing bodies.
- ☐ Prepare a one-fourth size mock-up of all project drawings, their sequence, and the information to appear on each sheet. Distribute copies to concerned parties for review, then distribute final copies to all staff as a supervisory guide.
- ☐ Determine the final printing system.
- ☐ Determine specific drafting systems appropriate to parts or all of the project and include them in the mockup set.
  - ☐ Computer text and/or CAD graphics
  - ☐ Manual drafting
  - ☐ Photo drafting
  - ☐ Overlay drafting
  - ☐ Keynotes
  - ☐ Linked notes and/or details with CSI numbers (ConDoc)
  - ☐ Full sheets of reusable standard or typical file data
  - ☐ Paste-up

PROJECT NAME:  
PROJECT NUMBER:

## 6. BIDDING OR NEGOTIATION

## Notes

- ☐ Investigate whether other major projects have concurrent bid dates, or if other factors require bid date modification.
- ☐ Consult with the Owner's legal counsel on the existence of any special laws regarding the bidding process, construction documents and forms of agreement.
- ☐ Identify the Architect's and Owner's respective responsibilities in advertising for bids, receiving bids, bid evaluation and negotiation.
- ☐ For open bidding, publish advertisement for bids (in some cases, Owner may publish). If separate prime contracts are to be awarded, separate advertisements may be necessary.
- ☐ Obtain and review qualification statements from interested bidders.
- ☐ For bidding by invitation, notify selected bidders.
- ☐ If the construction contract is based on negotiation, assist the Owner in negotiating with prospective Contractor(s).
- ☐ Prepare register of bid documents.
- ☐ Distribute bidding documents to bidders and obtain deposits.
- ☐ Issue documents to plan rooms.
- ☐ Hold a pre-bid conference, prepare a report and distribute copies.
- ☐ Record responses to bidders' requests for clarification in the form of a written addendum distributed to all bidders.
- ☐ Upon return of documents, refund bid security to bidders who either withdraw or are disqualified.
- ☐ Evaluate proposed substitutions and requests for product approval; notify bidders of accepted substitutions by addendum.
- ☐ Confirm participation of prospective bidders.
- ☐ Prepare a bid tabulation form.
- ☐ Assist the Owner in the receipt, tabulation and analysis of bids; check bids for irregularities.
- ☐ Advise the Owner on selection of alternates and obtain Owner's approval.
- ☐ Assist the Owner in the process of acceptance or rejection of bids.
- ☐ Notify bidders of acceptance or rejection; obtain return of bidding documents from unsuccessful bidders. Return their deposits and bid securities. (Hold bid security of lowest bidders until execution of the contract).
- ☐ Request and receive submission of post-bid information.
- ☐ Assist Owner's legal counsel in preparation of construction contract(s). If separate prime contracts are to be awarded, obtain assistance of consultants.
- ☐ Schedule times for confirmation of required Owner and Contractor insurance coverages.
- ☐ Obtain from the Contractor performance bonds, labor and material payment bonds, and any contract bonds required by statute. Review and forward copies of bonds to the Owner.
- ☐ Obtain the Contractor's certificate of insurance. Review and forward copies of the certificate to the Owner.
- ☐ Obtain a copy of the property insurance policy from the party responsible for obtaining such coverage. Review and forward copies to the other party.
- ☐ Identify and review any atypical insurance arrangements between Owner and Contractor. Include descriptions of such arrangements in the contract.

PROJECT NAME:  
PROJECT NUMBER:

## 7. CONSTRUCTION CONTRACT ADMINISTRATION

Notes

- ☐ Review unresolved issues from Bidding or Negotiation phase.
- ☐ Update project directory.
- ☐ Review and update project schedule.
- ☐ Develop and implement a system of routing and distribution for project correspondence and submittals.
- ☐ Create construction contract administration files to include:
  - ☐ Correspondence and meeting reports
  - ☐ Schedules
  - ☐ Field reports
  - ☐ Project photography
  - ☐ Phone log
  - ☐ Requests for Information (RFIs)
  - ☐ Requests for Proposals (RFPs)
  - ☐ Construction Change Directives (CCDs)
  - ☐ Change Orders
  - ☐ Supplemental instructions
  - ☐ Quality control reports
  - ☐ Submittals
  - ☐ Agency inspections, permits and approvals
  - ☐ Applications for payment
  - ☐ Owner-Architect agreement
  - ☐ Owner-Contractor agreement(s)
  - ☐ Consultant agreement(s)
  - ☐ Schedule of Values
  - ☐ Observations of contractor performance
  - ☐ Certificates of insurance
  - ☐ Property insurance policy
  - ☐ Contract bonds
  - ☐ Project close-out
- ☐ Assign contract administration and site observation responsibilities.
- ☐ With the Owner, review and approve or take other appropriate action on Contractor's list of subcontractors and suppliers.
- ☐ Notify the consultants of selected prime contractor(s) and subcontractors.
- ☐ Obtain and review Contractor's submittal schedule.
- ☐ Establish a time for the preconstruction meeting.
- ☐ Establish site observation and project meeting schedules; coordinate with agency inspection requirements.
- ☐ If required, notify the Owner to submit applications for permanent gas, electric, water, telephone and other services.
- ☐ Have Owner file a copy of all property insurance policies with Contractor.
- ☐ If the Owner does not intend to purchase property insurance, have Owner notify Contractor in writing. If the Contractor elects to purchase such insurance, initiate appropriate change order.
- ☐ Review construction budget (including contingencies) with the Owner.
- ☐ Review Owner-supplied labor and materials.
- ☐ If required, send the notice to proceed to the Contractor.

PROJECT NAME:  
PROJECT NUMBER:

8. POST-CONSTRUCTION SERVICES

Notes

- ☐ Perform post-construction services in accordance with the Owner-Architect agreement. Such services may include:
- ☐ Maintenance and operational programming
  - ☐ Start-up assistance
  - ☐ Record drawing
  - ☐ Warranty review
  - ☐ Post-contract evaluation

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

53470

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

4/22/2010

☐ Powerscreen of Florida, Inc.  
P.O. Box 5802  
Lakeland, FL 33807-5802

☐ DATE

Solid Waste

DEPT.

BY

*Jimmy Wise*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	104-170-534-4400	5	Open purchase order for rental of trommel screen from May - September 2010. See attached agreement.	\$6,000.00	\$30,000.00
TERMS:				TOTAL	\$30,000.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

**NOTE: ONLY ORIGINAL INVOICES  
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS  
WHITE COPY - TO VENDOR  
CANARY COPY - TO DEPARTMENT HEAD  
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF  
THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: DATE:

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL  
EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Award and enter into contract with Powerscreen of Florida, Inc. for ITB 147-0-2010/AT Trommel Screen Rental for Solid Waste (Staff recommends approval).

**REQUESTED ACTION:** Award and enter into contract with Powerscreen of Florida, Inc.

☐ Work Session (Report Only)    **DATE OF MEETING:** 3/23/2010  
☒ Regular Meeting                      ☐ Special Meeting

**CONTRACT:** ☐ N/A

Vendor/Entity: Powerscreen of Florida, Inc.

Effective Date: 3/23/2010

Termination Date: 12/31/2010

Managing Division / Dept:

Solid Waste

**BUDGET IMPACT:** \$6,000.00 per month, month is defined as 176 hours (8 hrs x 22 days)

☒ Annual

**FUNDING SOURCE:**

Solid Waste Fund 104

☐ Capital

**EXPENDITURE ACCOUNT:**

104-170-534-4400 Rentals & Leases

☐ N/A

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**HISTORY/FACTS/ISSUES:**

ITB 147-0-2010/AT Trommel Screen Rental for Solid Waste was broadcast on 2-4-2010. Bids were due on 3-9-2010 at 10:00am and were opened at 10:05am in Room 142, located at the Government Offices, 910 North Main Street, Bushnell, FL 33513.

Two (2) bids were received and are listed in order from lowest to highest price: 1. Powerscreen of Florida, Inc. \$6,000.00 per month, month is defined as 176 hours in bid document; 2. Peninsula Acquisition, LLC \$6,500.00 per month, month is defined as 160 hours in bid document.

The Selection Review Committee met on 3-15-2010 at 10:00am in Room 142 to discuss and review the two bids submitted.

The Selection Review Committee is requesting approval to award and enter into contract with Powerscreen of Florida, Inc.

This bid, as stated within the Scope of Services, is projected to take a minimum of 200 working days to complete this task.

Attached is legal ad information, minutes, the bid packet from Powerscreen of Florida, Inc., and the contract.

---

**APPROVED**

March 23, 2010

### INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (Contract) is made this 23 day of March, 2010, between the Board of County Commissioners of Sumter County, Florida (the "Board"), 910 N. Main St., Ste. 201, Bushnell, FL 33513 (County) and POWERSCREEN OF FLORIDA, INC. (Independent Contractor).

WHEREAS, the Board has duly advertised bids and selected to award a contract TO POWERSCREEN OF FLORIDA, INC. FOR THE RENTAL OF A TRAMMEL SCREEN AS DESCRIBED IN INVITATION TO BID #147-0-2010, and;

WHEREAS, POWERSCREEN is capable of providing all services as called for in the bid specifications and this contract. POWERSCREEN OF FLA shall be hereinafter referred to as Independent Contractor, and; INC.

WHEREAS, this Contract supersedes the bid specifications and the terms and conditions described herein shall prevail;

NOW THEREFORE, the parties agree as follows:

1. County does hereby contract with the Independent Contractor to provide goods and or services consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A", as set forth *in haec verba*.
2. The parties accept the above recitals as true and correct, and incorporate them as stated herein.
3. Commencement and Completion. The services outlined in Exhibit "A" must be commenced within 30 days of the date the last party executes this Agreement.
4. Contract Sum. The Independent Contractor shall be paid \$6,000.00 *monthly* (the "Contract Sum") upon completion of the services contemplated by the Scope of Work attached hereto as Exhibit "A". Any increase or decrease in the Scope of Work within Exhibit "A" must result in a proportionate increase or decrease in the Contract Sum, which must be agreed to by the parties and set forth in writing. There shall be no increases in the Contract Sum without the written approval of the County.
5. All goods and/or services provided by Independent Contractor shall be performed and/or provided in a good and workmanlike fashion in compliance with any applicable industry standards and any applicable codes and regulations.
6. The Independent Contractor agrees to secure and maintain any and all proper and applicable County, Municipal and State licensing and permits and abide by all applicable Federal, State and Local Regulations.

7. The Independent Contractor must maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the insurance coverages, limits, and endorsements described herein. The requirements contained herein, as well as the county's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Independent Contractor under this contract.
8. **Financial Rating of Insurance Companies** All insurance companies must have financial rating of A- or higher by A.M. Best.
9. **Commercial General Liability** The Independent Contractor shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.
10. **Business Automobile Liability** The Independent Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Independent Contractor does not own automobiles, the Independent Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
11. **Worker's Compensation Insurance & Employers Liability** The Independent Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).
12. **Umbrella or Excess Liability (needed for large contracts as determined by Risk Management)** The Independent Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$2,000,000 Each Occurrence and \$2,000,000 Aggregate. The Independent Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.
13. **Certificate(s) of Insurance** shall:
  1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.

Insurance is provided to the County evidencing the replacement coverage. The Independent Contractor agrees the County reserves the right to withhold payment to the Independent Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Independent Contractor fails to maintain the Insurance as set forth herein, the Independent Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Independent Contractor agrees to reimburse any premiums or expenses incurred by the County.

**22. Governing Law.** All questions, issues or disputes arising out of or under this Contract, shall be governed by the laws of the State of Florida and State Jurisdiction is hereby agreed by Independent Contractor to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Independent Contractor to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Contract, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Independent Contractor waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Independent Contractor hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

**23. General.** The invalidity of any provision of this Contract or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Independent Contractor agrees to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Contract. Time shall be of the essence in this Contract. In this agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Independent Contractor agrees this Contract is consummated and entered into in Sumter County, Florida.

**24. Severability.** Whenever possible each provision and term of this Contract will be interpreted in a manner to be effective and valid but if any provision or term of this Contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Contract.

**25. Attorneys' Fees.** If any action is commenced to construe or enforce this Contract or the rights and duties created hereunder, then the party prevailing in

the action shall be entitled to recover its costs and fees in the action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered as a consequence of an action.

26. Independent Contractor does hereby specifically promise and agree to defend, indemnify and "hold harmless" the County and the agents, servants, employees, officers and officials thereof from any liability or responsibility whatsoever in connection with the goods and/or services to be provided hereunder.

27. Independent Contractor shall not be construed to be the agent, servant or employee of the County or of any elected or appointed official thereof, for any purpose whatsoever, and further Independent Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or in tort, as the agent, servant, or employee of the Board.

28. The Contract shall be binding upon the parties hereto, their successors and assigns.

29. This Contract shall not be assigned by Independent Contractor without the express written consent of the Board of County Commissioners of Sumter County.

30. Independent Contractor, PowerScreen of Florida, Inc. is understood that including any of its employees or agents, is an independent contractor and not an agent or employee of the County for any purpose including, but not limited to, federal tax and other state and federal law purposes. The Independent Contractor assumes responsibility for payment of all federal, state and local taxes imposed or required of the Independent Contractor under unemployment insurance, Social Security and income tax laws. Independent Contractor shall be solely responsible for any worker's compensation insurance required by law and shall provide the County with proof of insurance upon demand. The parties agree that the County will not:

- (a) Pay dues, licenses or membership fees for Independent Contractor;
- (b) Control the method, manner or means of performing and providing the goods and services within Exhibit "A"; or
- (c) Restrict or prevent Independent Contractor from working for any other party except as specially provided for in non-compete agreements entered into between the parties for independent consideration.

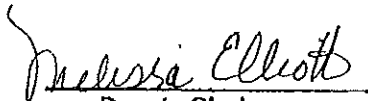
The County does not have the right or power to enter into any contract or commitment on behalf of the Independent Contractor, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Independent Contractor, or executing documents on the Independent Contractor's behalf.

31. Hazardous Materials and Environmental Compliance (as applicable). For the purpose of this Section, "Hazardous Materials" shall also include but not be limited to substances defined as hazardous substances, hazardous materials, or toxic substances in the Comprehensive Environmental

Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*; and in any of the regulations adopted and publications promulgated pursuant to said laws; or any other pollutants or dangerous substances regulated pursuant to any other applicable environmental laws including, without limitation, polychlorinated biphenyls (PCB=s), oil, petroleum products and fractions, vinyl chloride, asbestos, heavy metals, radon or other radioactive materials, flammable or explosive materials, underground storage tanks (whether empty, filled or partially filled with any substance, regulated or otherwise), any substance or materials the presence of which on the Property is prohibited by any environmental laws, or any other substance or material which requires special handling or notification of any federal, state or local governmental entity regarding collection, storage, treatment or disposal. Independent Contractor shall not use, generate, manufacture, store or dispose on, under or about the Property or transport to the Property any (the Hazardous Materials). If Hazardous Materials are discovered during construction, Independent Contractor shall immediately properly dispose of the Hazardous Substance in accordance with all applicable environmental laws.

33. **Citizenship.** The Independent Contractor shall not employ individuals not licensed or legally permitted to work in the United States of America ("Illegal Aliens"). Independent Contractor shall maintain current Employee Eligibility Verification Forms (I-9 Forms) for all employees of Independent Contractor. County reserves the right to audit Independent Contractor's employee records without cause or notice to verify that all employees of Independent Contractor are licensed or legally permitted to work in the United States of America and are not Illegal Aliens. Should Independent Contractor or County discover that Contractor is employing an individual who is an Illegal Alien as defined herein, that individual shall be immediately discharged by Contractor and shall not be allowed to participate in the work described by this Contract in any manner. It is understood that it is the duty of Contractor to prevent the employment of Illegal Aliens, and the County's right to audit Contractor's employee records does not evidence or suggest a duty on behalf of County to perform such audit or otherwise police the legal status of Independent Contractor's employees.

34. This Contract was executed the day and year first above written.

  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,  
SUMTER COUNTY, FLORIDA

Witness:

By: 

Title:

CHAIRMAN

Alejo Ruiz

Witness:

MARGARITA FERNANDEZ

By:

Raúl Cruz

Title:

J.P.